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\$64,999.65

Section B - Supplies or Services and Prices

ACRN AA

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY 64,999.65	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$64,999.65
	FFP XN02 MILCON P-1357 E FOB: Destination PURCHASE REQUEST I				
				NET AMT	\$64,999.65
ITEM NO 000101	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FUND ACRN AA FFP				
Funding Doc. No.: M9911610RCFE042 CUSTOMER ACRN AA FOB: Destination MILSTRIP: M9911610RCFE042					
				NET AMT	\$0.00

Section C - Descriptions and Specifications

STATEMENT OF WORK RFP APPENDIX A

Contract No: N40085-08-D-1403

Project Title/Location: Environmental Assessment (EA) For P1357, Construct Child Development Center (CDC) at Courthouse Bay on MCB Camp Lejeune, NC.

Attachment: Scope of Work 8 April 2010

The consultant's responsibility is directly to the Contracting Officer via the Contract Specialist. Any requested change/deviation in scope must be brought to the attention and/or approved by the Contracting Officer. In no case will changes to the contract scope be made at the Activity level or by any person other than the Contracting Officer.

Acceptance of this task by the consultant constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect and delays and disruptions arising out of, or incidental to the work as herein revised.

Project Submittal (Subject to adjustments).

**Schedule will be developed and agreed upon at the Kickoff Meeting. The Final EA must be submitted by 1 September 2010.

Contact Information:

Navy Technical Representative (NTR):

(b) (4) (b) (4) (b) (4)

Naval Facilities Engineering Command, MIDLANT Attn: (b) (4) Code OPNCEV 6506 Hampton Blvd Norfolk, VA 23508-1278 Contract Specialist:

(b) (4) (b) (4) (b) (4)

Naval Facilities Engineering Command, MIDLANT Attn: (b) (4) Code OPNCAQ 6506 Hampton Blvd Norfolk, VA 23508-1278 Contract No: N40085-08-D-1403

A/E Firm: TEC

NTR: (b) (4)
Original Date: 8 April 2010

STATEMENT OF WORK

Environmental Assessment (EA) For P1357 Construct Child Development Center (CDC) at Courthouse Bay on MCB Camp Lejeune, NC.

PART I

I. INTRODUCTION

P1357 is a project that will construct a child development center (CDC) to address child care deficiencies identified in a recently completed marketing survey and requirements study. The approved DD Form 1391states that the project is to construct a 33,842 SF CDC. The project is to also include paving and other site improvements. The building will be constructed on pile foundations. Four proposed Courthouse Bay locations for the new CDC have been selected for final site selection consideration with Site A as the proposed preferred alternative by the action proponent (See ATTACHMENT 1).

Site "A" proposes to site the new facility at the corner of Marines Road and Highway 172 in close proximity to the Courthouse Bay entrance. Traffic is already controlled at this intersection via a reduced speed limit and signalization. The facility would be accessible from both Marines Road and Hwy 172. With the exception of wastewater, all utilities run adjacent to the proposed site.

Site "B" is approximately 2,000 feet from Site A, on the north side of Hwy 172. This site is not adjacent to an established intersection and could be challenging to develop based on its proximity to wetlands and flood hazard area. The site elevation is 12' above sea level, which is approximately 20 feet lower than Site A. Storm water will discharge to nutrient sensitive waters and will require more costly environmental controls. Significant costs will be required to extend utilities to this site.

Site "C" is approximately 4000 feet from Site B, on the south side of Hwy 72. This site is also not adjacent to an established intersection, and poses a traffic related line of sight challenge due to road curvature in that area. Site C would land lock 2d Recon Battalion's and 2d Force Recon Company's existing facilities and preclude expansion opportunities. Significant costs will be required to extend utilities to this location.

Site "D" is approximately 500 feet from Site A, within the Courthouse Bay cantonment area. The proposed location is adjacent to a tank trail, which is incompatible development. Additional traffic will be introduced to the area that will directly conflict with the Marine Corps Engineer School pedestrian student population. Recreational areas and the parade deck will be replaced with the new construction.

As described in this SOW the Consultant shall prepare an Environmental Assessment (EA), Coastal Consistency Determination, and Draft Finding of No Significant Impact (FONSI) to analyze the environmental effects of constructing the proposed CDC at MCB Camp Lejeune. The primary NEPA concerns are: land quality, surface water quality, natural resources, utilities and services, protection of wetlands, transportation, and safety.

II. GENERAL REQUIREMENTS

All work shall be performed in accordance with this Scope of Work (SOW) and all applicable Federal regulations, instructions, and public law including but not limited to:

The National Environmental Policy Act (NEPA) of 1969, 42 USC 4321, as amended

Council on Environmental Quality (CEQ) Regulations for Implementing the National Environmental Policy Act (40 CFR Sections 1500-1508) dated 1 July 1986

United States Marine Corps Department of the Navy, Marine Corps Environmental and Natural Resources Program Manual, MCO 5090.2A, Change 2, Ch-12

The Endangered Species Act of 1973, 16 U.S.C.1531, as amended

Joint Regulations (United States Fish and Wildlife Service, Department of Commerce); Endangered Species Committee Regulations, 50 CFR 402 Interagency Cooperation

Clean Air Act, as amended, including Conformity requirements (42 USC 7401 et seq)

Fish and Wildlife Coordination Act, 16 U.S.C. 661-666c

Migratory Bird Treaty Act, 16 U.S.C. 703-711.

Bald and Golden Eagle Protection Acts, 16 U.S.C. 668-668d.

Archaeological and Historic Preservation Act of 1974

Clean Air Act and Amendments

Clean Water Act, including NPDES permits

Corps of Engineers, Department of the Army, Regulations, 33 C.F.R. 320-330

Safe Drinking Water Act, 42 U.S.C. 300f.

Executive Order 11593 – Protection and Enhancement of the Cultural Environment, May 13, 1971.

Executive Order 11988 – Floodplain Management

Executive Order 11990 – Protection of Wetlands

Executive Order 12114 – Environmental Effects Abroad of Major Federal Actions

Executive Order 12898 - Environmental Justice

Executive Order 13045 – Environmental Health and Safety Risks to Children

Executive Order 13186 - Responsibility of Federal Agencies to Protect Migratory Birds, January 11, 2001.

Resource Conservation and Recovery Act, (Solid Waste Disposal Act), 42 U.S.C.6901

Pollution Prevention Act of 1990, 42 USC 651 et seq

National Historic Preservation Act, 16 U.S.C. 470 and 36 C.F.R. 800: Protection of Historic Properties.

Archaeological Resources Protection Act of 1979, 16 U.S.C. 470aa-470mm)

Executive Order 11593: Protection and Enhancement of the Cultural Environment, May 13, 1971

Native American Religious Freedom Act

American Indian Religious Freedom Act of 1978 (42 USC 1996)

Native American Graves Protection and Repatriation Act

National Oceanic and Atmospheric Administration Federal Consistency Regulations (15 CFR Part 930)

Marine Mammal Protection Act

The Mining Act of 1971, NC GS Chapter 74, Article 7

Land and Water Conservation Fund Act of 1965

Wild and Scenic Rivers Act, as amended

Noise Control Act

Resource Conservation and Recovery Act, (Solid Waste Disposal Act), 42 U.S.C. 6901.

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601.

Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001.

Pollution Prevention Act of 1990, 42 U.S.C. 651 et seq.

Antiquities Act of 1906, 16 U.S.C. 431

Atomic Energy Act, 42 U.S.C. 2011.

Occupational Safety and Health Act of 1970, 29 U.S.C. 651.

FAA Order 7400.2, Procedures for Handling Airspace Matters

The contractor shall designate one individual employee, by name and title, which shall be the central point of contact for all tasks accomplished under the auspices of this work effort.

Contractor personnel or persons employed by or in any way responsible to the contractor shall make themselves available for technical issue discussion, evaluation, and solution. The technical issues are perceived to be any operational or structural difficulties encountered in understanding procedures and programs developed as a component of this effort. In addition, if required, the contractor shall support transition of work completed to date to other contractors for support beyond the scope of activities included in this SOW.

Neither the contractor nor the contractor's personnel will give news releases or conduct media interviews concerning the work performed under this contract. All media inquiries shall be directed to the NTR.

All original materials, visual aids, software, notes, and text developed in performance of the tasks listed herein shall be the property of the United States and not be used, distributed, or published by the contractor or any contractor employee, directly or indirectly, without specific permission provided through the Contracting Officer's Representative (COR) or the Contracting Officer (KO).

When the contractor is required to travel, provisions of the Military Joint Travel Regulations (JTR) shall be used for reimbursement purposes. Whenever possible, arrangements for government quarters shall be arranged to defray costs.

The contractor shall, without additional expense to the government, be responsible for obtaining any necessary access, licenses and permits and for complying with any Federal, State and local laws, codes and regulations applicable to the performance of this work.

III. EA REPORT FORMAT AND CONTENT

The EA document shall be prepared in an Environmental Impact Statement format using an interdisciplinary team approach. The report shall be concise and focused on pertinent environmental issues. The format is specified in CEQ regulations, Part 1502. A summary of the format is provided below for review with the corresponding CEQ Regulation section identified in parenthesis for reference to detailed requirements.

Cover Sheet (1502.11).

Table of Contents (1502.10 (c)). The Contractor shall include a list of tables, list of figures and an acronym list as part of the Table of Contents. Acronyms should be limited to a manageable number to facilitate the reading of the document by the average citizen or layperson.

Executive Summary (1502.12). The summary shall include a brief description of the proposed action, purpose and need, alternatives to the proposed action, environmental impacts, significance of impacts, and commitment to mitigation. The executive summary will include a table identifying the environmental impacts of each alternative.

Purpose and Need (1502.13). This section shall be developed as Chapter 1 of the EA, and shall specify the underlying purpose and need to which the agency is responding in proposing the proposed action and alternatives. The purpose and need section shall also present the objectives of the proposed action, explain the decisions to be made, identify permits, deeds, licenses, entitlements, and any other necessary requirements needed to implement the project.

Alternatives Including the Proposed Action (1502.14). This section will be developed as Chapter 2 of the EA, and shall discuss the rigorous exploration and objective evaluation of all reasonable alternatives. For alternatives eliminated from further study, a brief explanation of the reasons for such elimination shall be provided. The No Action Alternative shall be included in the alternative analysis. The contractor shall present in narrative form the summary of environmental impacts of the proposed action and alternatives. This shall be accomplished through the development of a matrix that allows for the comparison of the type, magnitude, direction, and duration of impacts to all environmental media. Through coordination with Navy and Marine Corps personnel, the contractor shall develop a project description that describes all actions necessary to implement the proposed actions. Alternatives shall be developed in coordination with Navy and Marine Corps personnel utilizing operational screening criteria. The contractor shall document the operational screening criteria and alternative development process.

Affected Environment (1502.15) (Chapter 3). This section shall succinctly describe the environment of the

area affected, as it exists prior to a proposed action, including existing and anticipated uses/activities in the area, i.e., a baseline description from which to compare the probable impact. The descriptions are to be no longer than necessary to understand the effects of the proposed action. The amount of detail provided in such descriptions should be commensurate with the extent and impact of the action, and with the amount of information required at the particular level of decision making. Environmental resources to be considered (but not limited to) are:

Aesthetics

Airspace

Air Quality

Cultural Resources

Environmental Justice

Infrastructure

Human Health and Safety (public safety, hazardous materials and waste, BASH, etc.)

Land Use and Coastal Zone

Natural Resources (geology, topography, soils, marine/terrestrial biological resources, threatened & endangered species, surface water, groundwater, storm water, wetlands, floodplains, etc.)

Noise

Socioeconomics

Traffic and Transportation

Water Quality.

Environmental Consequences (1502.16) (Chapter 4). This section contains all scientific data and analysis of impacts upon which the comparisons of alternatives shall be based. Impacts shall be quantified and qualified for positive and negative effects on the physical, natural and man-made environment. Mitigation measures shall be identified for each alternative. The contractor shall apply a holistic approach to environmental impact analysis by addressing impacts to ecosystems as well as impacts to individual environmental resources. Comparisons in the alternatives section of the EA will be based on the environmental consequences analysis for the proposed action and alternatives. Description of environmental effects shall encompass direct, indirect and cumulative effects and their significance on the physical, biological, and man-made (economic and social) environment. Parameters used to evaluate environmental impacts shall also be discussed. Mitigation measures shall be identified and evaluated for effectiveness. The following shall also be included in the environmental consequences chapter:

Possible conflicts between the proposed action and the objectives of Federal, state, local, and regional land use plans, policies, and controls for the area concerned.

Energy requirements and conservation potential of alternatives including the proposed action including all mitigation measures being considered.

Any irreversible or irretrievable commitment of natural or depletable resources, and conservation potential of the proposed action and the alternatives.

Relationship between local short-term use of man's environment and maintenance and enhancement of long-term biological productivity.

Means to mitigate and/or monitor adverse environmental impacts.

Any probable adverse environmental effects, which cannot be avoided and are not amenable to mitigation.

References (Chapter 5).

List of preparers (1502.17) (Chapter 6). The names, expertise, experience, and professional disciplines of the

persons responsible for preparing the NEPA/E.O. 12114 documentation or significant background papers. Where possible, the persons who are responsible for a particular analysis, including analyses in background papers, will be identified.

List of personnel and agencies contacted or consulted (1508.9) (Chapter 7).

Appendices (1502.18). The contractor shall prepare appendices if warranted. All appendices will be listed in the Table of Contents.

VI. PROJECT SCOPING AND COORDINATION

All consultation with military activities, state and federal agencies will be coordinated through the NAVFAC MIDLANT and the activity. Contact and coordination may be needed with, but not limited to, the following federal, state, and local agencies:

U.S. Army Corps of Engineers (COE)

U.S. Fish and Wildlife Service (USFWS)

National Marine Fisheries Service

Environmental Protection Agency (EPA)

State Environmental and Natural Resource Agencies

State Historic Preservation Officer(s) (SHPO)

The results of interagency coordination will be addressed as appropriate throughout the alternatives analysis, affected environment discussion and the environmental consequences comparisons.

Consultation Package: The Consultant shall prepare inputs to agency correspondence. It is anticipated that the construction action will prepare all other necessary permits to implement the proposed action.

The Consultant, NAVFAC MIDLANT and affected activities shall discuss the specifics for scoping and agency consultation at pre-performance (kick-off) meetings to be held within 10 days after award of this contract.

V. SELECTED STUDIES AND FIELD SURVEYS

General Requirements - The Consultant shall obtain and review all relevant field studies and related literature prior to conducting field surveys. It is envisioned that the Consultant will conduct an onsite inspection of the project sites. Wetland surveys and other data will be provided as Government Furnished Material (GFM)

VI. INFORMATION PROVIDED TO CONSULTANT

Several references are available through the military activities under consideration. Additionally, the following information will be provided to the consultant:

- Reports/files on the existing site conditions
- Concept and/or preliminary design drawings of proposed action
- Any special existing studies (aquatic surveys, Cultural Surveys, sediment sampling/testing, etc.)
- Any standard operational procedures (SOPs, training plans, test evaluations, etc.)
- Additional information will be supplied as data needs are identified to the NTR

Points of contact at NAVFAC MIDLANT and the activity:

NAVFAC MIDLANT



Naval Facilities Engineering Command, MIDLANT Attn: (b) (4) , Code OPCEV6 6506 Hampton Blvd Norfolk, VA 23508-1278

MCB Camp Lejeune



Environmental Management Division Installations and Logistics Dept Room 113, Building 12, McHugh Boulevard MCB Camp Lejeune, NC 28542-0004

VII. TASKS

Unless otherwise specified, the following contract submittals and meetings (Tasks) are required within the time frames specified below (days are expressed in calendar days):

TASK 1: Pre-performance (Kickoff) Meeting.

The contractor shall meet with representatives from the Marine Corps and Navy within 10 days of delivery order award. The purpose of the meeting(s) is to discuss the requirements contained in the SOW, review the POAM (presented by the contractor at the KO meeting) including the draft schedule of submittals, discuss environmental planning strategy, special site considerations, site selection criteria and rational, purpose and need, alternatives and screening criteria, overall content and structure of the EA, and the medium/quantity/distribution methodology of all contract submittals. The contractor shall coordinate with the NTR prior to the pre-performance meeting with the Marine Corps. The contractor will prepare and disseminate a Kickoff Meeting Agenda five (5) days prior to the meeting. The contractor will be responsible for preparing and disseminating minutes within 5 days following the Kickoff Meeting. Minutes will be in an electronic format for dissemination by e-mail.

TASK 2: Purpose and Need, Description of Proposed Action and Alternatives (DOPAA [Chapters 1 and 2]). The contractor shall electronically submit Chapters 1 and 2 for the EA. This submittal shall also include draft letters initiating agency consultation where applicable. Advance copy shall be provided electronically to NTR for approval prior to release to distribution. Government comments on Chapters 1 and 2 will be provided within approximately 21 days of receipt of the submittal. A meeting to discuss review comments may be required. The draft DOPAA will consist of the first two sections of the NEPA analysis. The first section will be the purpose and need for the action and any pertinent background information. The second section will be a description of the proposed action, preferred alternative, no-action alternative, and action alternatives. Based on existing data, the contractor will make a recommendation of the appropriate environmental data baseline for this NEPA document. After receiving scoping comments from the Government, the contractor will review the DOPAA for accuracy and completeness and revise it as needed within 15 days after the comment review meeting. The original and revised DOPAA shall be submitted electronically; (No Hardcopies required).

TASK 3: Draft EA. Draft Coastal Consistency Determination (CCD).

Upon approval of the DOPAA, The contractor shall submit Draft Environmental Assessment and Draft CCD (if CCD is required). This submittal shall include at least Chapters 1-4 and any necessary technical appendices. The submittal may be made electronically (No Hardcopies required). Outstanding information/analysis shall be clearly identified along with the timeframe for securing such information/analysis. A Draft CCD discussing the applicable enforceable policies shall also be submitted. Advance copy shall be provided electronically to NTR for approval prior to release to distribution. Government comments on the Draft EA and Draft CCD will be provided within 10 days of receipt of the submittal. A meeting to discuss review comments may be required.

TASK 4: Pre-Final EA, Preliminary Final Noise Study, and Draft Finding of No Significant Impact (FONSI).

The contractor shall submit a Pre-Final EA in electronic format (No hardcopies required). The draft FONSI shall be submitted electronically also. Government comments on the Pre-Final EA will be provided within 10 days of receipt of the submittal. Upon approval by the government this submittal (Pre-Final EA) shall delivered in hardcopy and

electronic format to the applicable State Clearinghouse and other applicable agencies identified throughout the NEPA process (Estimate 20 Hardcopies). The government will be responsible for revising the draft FONSI.

TASK 5: Final EA.

<u>Within 10 days</u> of receipt of Government comments (State and Federal) on the Pre-Final EA, the contractor shall submit Final EA for government distribution (for planning purposes estimate 30 hardcopies and 10 CDs). This submittal shall include applicable agency concurrences.

TASK 6: NEPA Project Record.

The contractor will be responsible for preparing a project record also known as The Administrative Record. The contractor will compile a project record during the EA process in compliance with the Marine Corps guidance reference documents. The project record will be submitted to the Marine Corps/NAVFAC within 20 days after the publication of the FONSI (if applicable). The project record will be submitted in both hard copy (2 copy) and electronic PDF copy (5 copies) on CDs. The electronic format will support key-word searches using the find and search commands and include appropriate bookmarks tabs. The project record will consist of the acquired referenced resources, studies and data used in the analyses, preparation of the NEPA document, and preparation of associated studies noted in this SOW. Cite memorandums of agreement, personal communications, E-mails, meeting notes and decisions notes that are pertinent. Questions regarding Project Record content should be forwarded to the NTR for Marine Corps legal counsel opinion.

TASK 7: Additional Meetings.

Additional meetings and conference calls may be scheduled at the discretion of Government or the contractor. For planning purposes, the contractor shall assume 2 additional meetings above and beyond what has already been discussed in this SOW. Meetings with local, state, and federal agencies shall be arranged as necessary. The contractor shall attend and actively participate in meetings held in conjunction with the preparation of the document. The contractor will provide agendas, and prepare information sheets for distribution at meetings. The contractor shall facilitate these meetings as needed and prepare a written summary report of all meetings.

VIII. DISTRIBUTION OF SUBMITTAL

Prior to submittal, contractor shall make electronic version of each submittal available to NAVFAC MIDLANT for review and comment, prior to delivery to customer.

All submittals will be mailed directly from the contractor to save time in distribution. Mailing addresses will be provided to the contractor during the pre-performance meeting.

IX. OTHER SUBMITTAL REQUIREMENTS

The contractor shall prepare written responses to all government comments, which include how and where the comments were addressed/incorporated, or the reasons why they were not incorporated. A matrix format is recommended.

Originals of all materials prepared under this contract are the property of the U.S. Government. All prepared materials as well as all documents furnished to the contractor must be returned to the Government before final payment can be made.

The contractor will provide all text in Microsoft Word format. Automated project mailing lists, as applicable, shall be submitted in Microsoft Word, spreadsheets and similar data presentations shall be provided on Microsoft Excel. All submittals will be recorded on Compact Disk compatible with Navy/Marine Corps equipment and software.

With each submittal the contractor is required to include all geospatial data used. When submitting electronic format (i.e. .pdf or .doc) the contractor must compress all figures used in the document and to provide **both an Acrobat Adobe PDF version and Microsoft Word version** of the submittal.

The original camera-ready document shall consist of a master adequate for printing with an 8 1/2" X 11" paper size. It is

permissible to use foldout sheets as long as the eleven-inch vertical dimension is retained. All draft and final submittals must be letter quality; all pages must be numbered with chapter number followed by page number (1-1, 1-2, 1-3, 2-1, 2-2, 2-3, etc.). Appendix Documentation submittals must be letter quality with all pages numbered (A-1, A-2, B-1, B-2 etc.).

To the maximum extent possible, all documents prepared under this tasking shall be black-and-white copy. Color figures, charts and pictures are to be kept to a minimum. Where practical, color figures and charts should be readable when reproduced in black-and-white copy.

Copies of references used in developing the EA shall be provided upon request.

X. SPECIAL CONSIDERATIONS

This contract will be administered by Commander, Naval Facilities Engineering Command, MIDLANT, 6506 Hampton Blvd, Norfolk, VA 23508-1278. The Navy Technical Representative (NTR) is (b) (6) at (b) (6). Facsimile number is: (757) 322-8280.

The government reserves the right, at its option, to further define and focus work on the document, as outlined and within this scope of work in order to meet compliance requirements. No changes will be made without prior approval of the Contracting Officer from NAVFAC MIDLANT.

Initial site visits shall be required.

Attendance and presentations at meetings with resource agencies and the military shall be required.

Entry onto military installations is a privilege granted by the Commanding Officer of the activity. The Contractor must adhere to conditions of access and security at all times. The NTR will assist in obtaining permission for access. The Contractor will be required to subordinate his schedule to the military's schedule of operations in the project area.

The product(s) resulting from services provided to the government by any consulting firms under the provision of this contract become the sole property of the U.S. Government. The use of `logos' and Contractor's identification on individual pages, covers, plates or in other places contained in documents submitted to the U.S. Government are unacceptable.

Documents should clearly be marked preliminary draft, draft, pre-final, and final with appropriate date of deliverable.

All electronic submittals shall be submitted via electronic mail to: michael.h.jones1@navy mil and his designees.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30-SEP-2010	64,999.65	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 1701106 27A0 000 67001 067443 2D 000000

COST CODE: 13FE0RCFE042 AMOUNT: \$64,999.65